

(India Trade Promotion Organisation)

Tender Ref. No. 1-ITPO(4)/IECC/2023

Date: 15.03.2023

**Bids (E-Tender) are invited from the Infrastructure Providers (IPs)
in Public Sector only for:**

(i) Licensing of space for In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) and (ii) Selection of Service Provider for installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO

Pragati Bhawan, Pragati Maidan, New Delhi-110001

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**India Trade Promotion Organisation
Pragati Bhawan, Pragati Maidan
New Delhi –110001**

Tender No. 1-ITPO(4)/IECC/2023

Date: 15.03.2023

Bids (E-Tender) are invited from the Infrastructure Providers (IPs) in Public Sector (PSUs/PSEs) only in **single-bid system** for (i) Licensing of space for In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) and (ii) Selection of Service Provider for installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO.

The details of tender are as under.

Sr. No.	Name of Work	Earnest Money (INR)	Cost of Tender (INR)
1.	(i) Licensing of space for In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) and (ii) Selection of Service Provider for installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO	Rs. 1,00,000/-	Rs.5,900/- incl. GST

1. Tender documents may be downloaded from ITPO's website: 'www.indiatradefair.com' (for reference only) and CPPP site: '<https://eprocure.gov.in/eprocure/app>' as per the schedule as given in CRITICAL DATE SHEET as under:

INDICATIVE CRITICAL DATE SHEET

Publish Date	15.3.2023
Bid Document Download Start Date	15.3.2023
Bid Submission Start Date	15.3.2023
Last date for receiving written queries	21.3.2023
Pre-bid Meeting Date	22.3.2023
Bid Submission End Date	25.3.2023 (5.00 P.M.)
Technical/Financial Bid Opening Date	27.3.2023 (11.00 A.M.)
Validity of Bid	180 days from the last date of submission of bids.

For any query / clarifications, written submissions may be sent to Email Id: tkpant@itpo.gov.in, gmprojects@itpo.gov.in

2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
3. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
4. Tenderer who has downloaded the tender from the **ITPO's website** www.indiatradefair.com (for reference only) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **shall not modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ITPO.
5. Intending tenderers are advised to visit again ITPO website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

Payment & Tender cost

1. Earnest Money Deposit & Cost of tender is to be deposited through NEFT/ RTGS/ online payment mode(s) in favour of "India Trade Promotion Organisation" payable at New Delhi

before bid opening date/time as mentioned in critical date sheet.

2. The tender fee/ cost of tender shall be non-refundable.
3. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**.

Submission of Tender

1. The tender shall be submitted online in one part, 'Technical bid/Financial bid'.
2. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
3. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online Bidder Enrolment**" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids. The corrigendum shall be uploaded on the ITPO's website (www.indiatradefair.com) and CPP Portal (<https://eprocure.gov.in/eprocure/app>) only. Bidders are advised to check the website regularly.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the

bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein

should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

1. INVITATION FOR PROPOSAL

1.1 Objective

This Tender Document is issued by ITPO, New Delhi for invitation of Bids (E-Tender) for (i) Licensing of space for In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) and (ii) Selection of Service Provider for installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO. Bidders are advised to study this tender document carefully before submitting their proposals in response to the tender notice. Submission of a proposal in response to this Tender notice shall be deemed to have been done after careful study and examination of this document with full understanding of the terms, conditions, implications, site conditions and deliverables from ITPO.

1.2 The Client –ITPO

ITPO is the premier trade promotion body under the administrative control of the Ministry of Commerce & Industry, Govt. of India. ITPO provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade. ITPO has an extensive infrastructure as well as marketing and information facilities that are availed by both exporters and importers. It assists buyers seeking information relating to sourcing products from India and providing opportunities for India's trade and investment.

A famed 'Cradle of South-Asian Modern Fair Culture', Pragati Maidan is poised for a complete revamp to fulfill the aspirations of the global exhibition fraternity, to be re-developed into International Exhibition-cum-Convention Centre (IECC). It promises to attract global participants and business delegates from across the world with its sheer magnificence, business conduciveness, architectural excellence, and being a majestic landmark destination to be experienced in its entire splendor. IECC will be a landmark and iconic spot in Delhi and a symbol of the Prime Minister's vision of 'New India' in sync with India aspiring to be a global power. Fulfilling aspirations of expanding the business fraternity, IECC will mainly cater to G2G, G2B and B2B activities. With the latest architectural design along with basement parking for about 4,800 vehicles and comprehensive traffic decongestion interventions, it will add to the grandeur, stature and profile of the capital city of Delhi.

Major Highlights of IECC:-

- a) The project proposal includes the development of 3,82,248 sqm. of total built up area including :
 - state-of-the-art Convention Centre of an area of 53,399 sq.mtrs.
 - six modern Exhibition Halls spread across area of 1,51,687 sq. mtrs

- Basement parking for 4800 cars spread across 1,68,305 sq. mtrs. area
 - Administrative building in an area of 8,857 sq.mtrs.
- b) An area of 3.70 acres on Bhairon Marg with independent entry and exit points is also being developed as a luxury hotel as a part of the complex in line with the fact that hospitality, worldwide, is an integral part of any modern MICE destination.
- c) Convention Centre**
- i. It will be a 34m tall landmark building at par with the best in the world. This structure will be on an elevated podium with a unique sloping facade incorporating the rich architectural heritage of Delhi.
 - ii. It will have a seating facility for 7000 pax in a single format (a Plenary Hall of 3000 pax capacity and a multi-Function hall of 4000 pax), five times that of Vigyan Bhawan, along with 25 meeting rooms of different capacities and comprising G20 and Premium rooms.
 - iii. It will also have an amphitheatre of 3,000 seating capacity.

2. DEFINITIONS

“Applicable Law” - means all relevant laws in force and effect as on date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

“Tender Document” - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

“BoQ” shall means Bill of Quantities

“ITPO” - ITPO means India Trade Promotion Organisation.

“Addendum/Addenda” means any written amendment or addenda to this tender, from time to time issued by ITPO to the Bidders.

“Annex/Annexure” means an annexure to this tender.

“Approvals” means all authorizations, consents, approvals, including any statutory approvals, notifications and permissions and any license, permit, ruling, exemption or other authorization of whatsoever nature which is required to be obtained under Applicable Laws for or in respect of this Tender and the Service Agreement, and all other approvals as may be required to execute, give effect to, and perform its obligations under the Service Agreement including but not limited to the approvals and consents required from ITPO or any other authority pursuant to this Tender or the Service Agreement, including any third party approvals as may be required by the Service Provider (as hereinafter defined).

"Bidder" means an Infrastructure Provider PSU.

"Clause" means a clause of this Tender.

"Client/Employer" shall mean ITPO.

"Client's Representative" shall mean agency/consultant appointed by ITPO.

"Corrigendum/Corrigenda" means a written corrigendum or corrigenda to this Tender, from time to time issued by ITPO to the Bidders.

"Day" or **"day"** means a calendar day of 24 (Twenty-Four) hours measured from midnight to the next mid night as per Indian Standard Time.

"End Date" shall be as mentioned in the Service Agreement.

"Financial Proposal" shall mean the binding and final financial proposal, which shall be submitted by each Bidder as a part of the Proposal in the BoQ format.

"Gol" means the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry, or statutory person (whether autonomous or not) under the control and direction of the Government of India.

"Governmental Authority" means any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/entity having or purporting to have jurisdiction on the parties to the Service Agreement, including the Gol or GoNCT or any other regulatory authority appointed by the Gol or GoNCT having jurisdiction in relation to the subject matter of the Service Agreement under Applicable Laws, Ministry of Commerce and ITPO.

"INR" or **"Rs."** means Indian Rupees, the lawful currency of the Republic of India.

"ITPO" means India Trade Promotion Organisation.

"Letter of Award/LOA" means the written notice issued by ITPO to the Selected Bidder after submission of Performance Bank Guarantee by the Selected Bidder.

"Month" means a Gregorian calendar month.

"Performance Security" means the performance security to be submitted by the Selected Bidder in accordance with the Service Agreement.

"Proposal" shall mean an unconditional, valid, final, and binding proposal, comprising of the Financial Proposal, Technical Proposal, Bid Security and other documents as required under this Tender submitted by the Bidders in response to and on the terms and conditions contained in this Tender.

“Validity of Bid” or **“Validity Period”** shall refer to the details Clause 16 of this tender

“Selected Bidder” shall mean the Bidder selected by ITPO pursuant to the Bid Process

“EMD” shall means Earnest Money Deposit

“IP” shall means Infrastructure Provider

“IECC” shall means International Exhibition-cum-Convention Center.

“IBS” shall means In-building Solutions

“TRAI” shall means Telecom Regulatory Authority of India

“ILL” shall means Internet Leased Line

“DoT” shall means Department of Telecom

“TSP” shall means Telecom Service Provider

3. DISCLAIMER

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ITPO is provided to Investors/Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this Tender document, the recipient further agrees that this Tender document may not be distributed, reproduced or used for any other purpose than appointment of an agency for commissioning, operation, management and maintenance of Wi-Fi network and wired internet services in new Exhibition Halls and nearby adjoining areas, part of the International Exhibition-cum-Convention Center (IECC) Complex and old campus at Pragati Maidan, New Delhi.

The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the Tender document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this Tender document. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document. ITPO also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this Tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender document. The issue of this Tender document does not imply that ITPO is bound to select a bidder and ITPO reserves the right to reject all or any of the bidders or bids

without assigning any reason whatsoever.

4. INTERPRETATION

In this Tender Document, unless the context otherwise requires,

- a) For the purpose of this Tender Document, where the context so admits,
 - i. The singular shall be deemed to include the plural and vice versa and
 - ii. Masculine gender shall be deemed to include the feminine gender and vice-versa.
- b) References to a "*person*" if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- d) Any reference here into a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word "include" and "including" shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

5. DUE DILIGENCE

The bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender document. Failure to furnish all information required as per the Tender document or submission of a bid not responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy/sufficiency of the information provided by the bidder.

6. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of its proposal

and ITPO shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding/ Tender process.

7. OBJECTIVES AND SCOPE OF WORK

(i) Objectives and Scope for Licensing of space for In-building Solutions (IBS) on a turnkey basis for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) and (ii) Selection of Service Provider for installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO.

7.1 Objective:

- a) Licensing of space for In-Building Solutions (IBS) on a turnkey basis for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parking, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO.
- b) The intention & scope is to provide, on a turnkey basis, On-Demand Internet Services, Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. of various operators for facilitation of stakeholders – organizers, exhibitors, visitors, security personnel etc. at Pragati Maidan, New Delhi. No other services which are beyond the scope of this tender shall be permitted.

7.2 Scope of Work:

I. In-building Solution

- a) The Selected Bidder(s), shall be licensed with spaces, as per their offered bid, for Placement and Operation of Telecommunication Equipment for In-building Solutions (IBS) for Providing Shared Mobile (Cellular) Coverage (2G/3G/4G/5G) in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parking, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO as per terms and conditions of this Bid Document, hereinafter referred to as “Permitted Activity”, subject to the terms and conditions specified in the Bid Document/Draft License Agreement and the guidelines stipulated herein in relation to the Permitted Activity.
- b) The IBS as a concept shall be offered by a single operator/entity by installing common infrastructure for all existing and upcoming Telecom Service Providers (TSPs) for providing uninterrupted and seamless cellular network connectivity. The said single operator/entity shall offer shared In-Building Solutions for various types of telecom operators such as GSM Technologies etc.

- c) The Selected Bidder shall be required to set up and manage the common shared IBS at the Licensed Premises. The Selected Bidder shall in turn provide the services of IBS to various telecom operators and other agencies that require the same in Pragati Maidan and may charge a mutually agreed appropriate licensee fee from them. The Selected Bidder in turn shall pay Annual License Fee and other charges along with applicable taxes, annually in advance, to ITPO.
- d) The licensee shall tie-up with all mobile operators, having subscriber share more than 5% in Delhi & NCR as per TRAI reports (including nominated agency for RF signal for use by Delhi Police) to receive their signals and maintain availability of these operators throughout tenure of this License Agreement. The licensee may be allowed to drop mobile operators who have less than 5% market subscriber share in Delhi & NCR, with prior approval of ITPO. The subscription shall be reconciled every quarter on the basis of TRAI reports available online on their website. Further, the agreements between licensee and the operators shall cease in case of termination of license agreement entered between licensee and ITPO. In case licensee fails to comply to the provision of tie-ups with mobile operators as described above, ITPO reserves the right to ask individual / group of mobile operator to propagate their signals in licensed premises.
- e) The IBS provided by the Selected Bidder shall:
 - i. Include all cellular standards such as GSM, CDMA, W-CDMA, and LTE/VOLTE. etc.
 - ii. The IBS coverage shall be provided through distributed antenna system and it shall be left to the Selected Bidder to decide on the technology solution fitted best to meet the coverage criteria keeping in view of the building profile and ground realities for mobile operators considering the commercial outflow to be paid by the mobile operators.
 - iii. The technical specifications of the technology solution to be adopted by the Selected Bidder should be at par with the latest industry standards.
 - iv. In case of any technological upgradation beyond 4G/5G services, licensee shall upgrade his infrastructure to provide those services to Pragati Maidan visitors within 2 months of its public launch by any of the telecom operators in Delhi & NCR area. The license fee of Space and other terms and conditions of the license agreement to provide these services shall be reviewed on mutually agreed terms and conditions. Any deficit in bringing the latest technology/upgradation of technology to provide these services may, in addition to any other action (including cancellation) that may be taken, invite penalty equivalent to 15% of monthly license fee of the contract per month for 3 months, beyond 3 months such deficit shall be treated as material breach of contract.
 - v. Any co-axial cable, power cable etc. has to meet the FRLSZH (Fire Retardant Low Smoke Zero Halogen) criteria for underground environment and has to be provided by the licensee. The installation has to be inside the false ceiling and aesthetics are to be maintained. In this regard certificates and test report of the manufacturer are to be

submitted to ITPO.

- vi. The Licensed Space shall be utilized only by the Licensee or his associates/permitted operators as per Terms and Conditions of Tender/Bid Document. The sites shall exclusively belong to ITPO, without creating any right, title or interest of whatsoever nature in the said Licensed Premises in favour of the Licensee.
- vii. Licensee shall ensure regular interaction with the service providers and provide all necessary logistical support to the mobile operators so that they can provide uninterrupted mobile coverage in all the areas at Pragati Maidan, New Delhi.
- viii. The licensee shall ensure compliance with permissible radiation limits for mobile towers/antennas as laid down by Municipal Corporation / State Government / Department of Telecommunications, GOI etc. from time to time. The mobile service provider/ integrator should conform to smooth voice communication and internet service at Pragati Maidan, New Delhi. A joint checking of the mobile coverage with representative of licensee shall be conducted on quarterly basis. In case of any shortfall like weak network, call drop issues and poor internet service, a penalty of Rs.20,000/- per day will be levied on the licensee. This penalty shall be continued up to the rectification of network issues and licensee should provide a network test report, after rectification of deficiencies causing poor network coverage. If, deficiency is not removed within 15 days then, in addition to any other action (including cancellation) that may be taken, invite penalty upto Rs.40,000/- per day till the deficiency is removed.
- ix. The Selected Bidder shall be responsible for obtaining necessary permissions from Department of Telecommunications (DoT) and comply with all the guidelines issued by DoT from time to time and applicable law for undertaking the Permitted Activity in the Licensed Premises. Any law/instruction issued by Local Authority, in this regard, shall also be adhered to.
- x. The Selected Bidder shall first utilize the telecommunication infrastructure of ITPO on commercial terms wherever technically feasible before considering alternate facilities.
- xi. Licensee shall interface with Civil/Electrical/NBCC/ SPCL teams etc. during execution of work.
- xii. After completion of work, as-built drawings and a detailed project report shall be submitted by the licensee to ITPO.
- xiii. The Licensee shall ensure that the stakeholders - organizers, exhibitors, visitors, security personnel etc. in Pragati Maidan will get uninterrupted mobile coverage without any interruption as described in Scope of this document. It requires that the Radio system shall have an overall availability of better than 99.95%. The signal level should be such that the uplink and down link audio quality level under such conditions should

be good. The minimum signal level which is sufficient for successful radio calls must be available in all coverage areas. The signal levels mentioned herewith are the worst case Down Link signal levels after taking into account all losses such as propagation losses, feeder losses, body loss, fading, train penetration losses, multiple floor / wall penetration losses, climatic losses, etc.

- xiv. The Licensee shall be licensed with space for Placement and Operation of Telecommunication Equipment for Providing Mobile (Cellular) Network (2G/3G/4G/5G) as detailed in the Tender. For the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. ITPO shall consider the plan with respect to aesthetics, operational feasibility, and safety & security concerns. If the whole plan or a part of plan is not approved by ITPO, Licensee is required to submit revised plan for approval. All further modification/ revision in plan(s) are required to be approved by ITPO.
- xv. Designing of all units / structures to complement location architecture/design for installation of telecommunication equipment.
- xvi. Procurement, fabrication, installation & erection of equipment. The licensee shall maintain sufficient inventory of all the consumables, spare parts for ensuring seamless and uninterrupted services at Pragati Maidan. The equipment inventory shall be within the Licensed Premises only.

II. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services

- a) The broad scope of the project will include providing Wireless (Wi-Fi) and Wired Internet services [On-demand Broadband and Internet Leased Line (ILL) Services] in the desired locations of the entire new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parking, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO.
- b) The Wi-Fi, Broadband and Internet Leased Line (ILL) Internet services shall be required for the events (including but not limited to exhibitions, seminars, conferences, other MICE events etc.) being held/ organized at Pragati Maidan Complex, New Delhi by ITPO or any third party event organizer. The events are of different sizes and different nature.
- c) The network equipments viz. Network Racks, OFC, UTP, Structured cabling, jack panels, LIU etc. required for the new halls buildings viz. Hall 1, Hall 2, Hall 3, Hall 4, Hall 5, Hall 6 and Hall 14, Convention Center, New Admin Building etc. will be provisioned by ITPO as per Bill of Materials (BOM) given at **Annexure – IX**. Hall 2, Hall 3, Hall 4 & Hall 5 will be available at the time of commencement of the contract, however Hall 1, Hall 6 and Hall 14 are under civil construction as on date and shall be available in due course. The equipments mentioned in the BOM will be available as per the schedule of hand-over of the halls accordingly. The bidders are advised to seek clarifications in detail regarding infra to be provided by ITPO, before submission of the Tenders so as to submit responses after

complete understanding of the roles & responsibilities of the service provider and ITPO. All the network components required for the old exhibition halls viz. Hall 7, Hall 8, Hall 9, Hall 10, Hall 11, Hall 12 and Hall 12A will have to be provisioned by the appointed vendor including the active and passive network components such as Network Racks, OFC, UTP, Structured cabling, jack panels, LIU etc. The service provider will be required to construct hub rooms / switch rooms needed at the required locations within the halls/areas indicted above. All costs towards the same inter-alia including civil construction material, labour costs, transportation costs etc. will have to be borne any the service provider.

The service provider will however, be required to construct hub rooms / switch rooms, if any additional needs at the required locations within the halls/areas indicted above. All costs towards the same inter-alia including civil construction material, labour costs, transportation costs etc. will have to be borne any the service provider.

- d) The service provider`s scope would include installation, commissioning, operating, managing and maintaining the entire Wi-Fi and On-Demand event-specific Internet Services Network, provisioning adequate backhaul bandwidth, implementation of the Wi-Fi access captive portal, co-branded with ITPO, implementation of NOC, necessary tools to monitor and manage the entire system, testing and commissioning of the Wi-Fi network, monitoring the usage comprehensive maintenance of the entire network post successful Go-Live and maintenance of sufficient spares to ensure 24*7 uptime availability. All the manpower required for operating and managing the Wi-Fi network will be provided by the Contractor. Post Go-Live of the system, additional equipments if any required viz. switches, APs, cabling work etc. required for operating and managing the network are to be provided by the vendor at no additional cost to ITPO.
- e) **Backhaul Bandwidth:** - The vendor has to make arrangements for adequate backhaul bandwidth from multiple ISPs to provide the desired Wireless Internet (Wi-Fi), Broadband Internet and Internet Leased Line (ILL) services in new Exhibition Center Complex, Pragati Maidan from the date of award of work. Industry standard internet speeds should be provided in case of Wireless Internet (Wi-Fi) services and as per organizer/ exhibitor`s requirement in case of Broadband Internet services & Internet Leased Line (ILL) services.
- f) **Security Features:** - The complete Wi-Fi network should be compliant to Wi-Fi Certified WPA2 and WPA3 enterprise Wi-Fi security protocols or any other latest protocols. The service provider shall conduct Wi-Fi security audit to avoid gaps, if any, in Wi-Fi security posture. The vendor will submit Wi-Fi security audit report before commencement of the operations and thereafter on yearly basis to ITPO ensuring compliance with the DOT regulations. Wi-Fi security audit may preferably be done by bodies such as Indian Computer Emergency Response Team (CERT-In) empanelled agencies or Data Security Council of India (DSCI). Centralized authentication mechanism for subscribers and all compliances should be as per DOT/ Telecom Regulatory Authority of India (TRAI) mandated guidelines.
- g) **KYC Requirements, Captive Portal And BI Tool:-** The vendor shall obtain Know Your

Customer (KYC) details of each user as per DOT (Department of Telecom) guidelines and the connectivity shall be provided with a valid Login ID & Password and shall ensure that unique Login ID and Password do not have provision for simultaneous multiple logins. They may give more than one login ID and Password to a single subscriber for multiple usages for his internet account.

The details must be captured through a Captive Portal specifically developed for the same purpose and should also have a back-end Dashboard available to ITPO for monitoring the active connections, billing data/ details, generate MIS reports, business analytics etc. The captive portal should have SSL certificate embedded and all the personal data transmission should be in encrypted form. All data secrecy, confidentiality etc., shall be sole responsibility of the vendor and the vendor shall be solely responsible for any hacking, frauds, scams etc., if any occurring due to any lapse in the security of the network, data leakages etc.

The vendor has to integrate with the system a well established Business Analytics (BI) tool which may be utilized by ITPO to retrieve, analyze & report data and use it for further decision making. Deployed BI tool should be able to act on data to be analyzed and tune it into insightful and actionable business information. Non-compliance may attract penalty of Rs.1,50,000/- to be paid within 15 days from the date of invoice, failing which penal interest of 9% per annum shall be chargeable.

- h) All the data collected on the captive portal after KYC of each user will be the property of ITPO and the Contractor shall handover all the data to ITPO in desired form. The contractor shall sign Non-Disclosure Agreement with ITPO for confidentiality and secrecy of the data collected through the captive portal and shall maintain data and all records as per applicable DoT guidelines.
- i) Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services provided by the Selected Bidder shall be as under:
 - i. Access Control and Audit trail mechanism as per industry standard and security norms defined by various regulatory authorities.
 - ii. Web-based management console to monitor and manage the Wi-Fi, Broadband and ILL services. Provisions should be made available to ITPO to monitor/ view the network management data.
 - iii. Facility to define rule based access depending on usage, time duration etc. The bidders are required to submit as part of their proposals, proposed plans for Wi-Fi, Broadband and ILL internet services.
 - iv. Seamless facility to extend the usage of Wi-Fi services (beyond free time) through multiple payment mechanisms.
 - v. Provision for customizable reports for Wi-Fi access logs. Role based Access control to

all management and reporting functions.

- vi. Toll-free number and E-mail based Customer Care Services for enhancing customer care experience.
 - vii. Facility to enable/ disable specific user/ system from Wi-Fi/ Internet access based on system MAC address, Mobile No. used for authentication etc.
 - viii. Proposed wireless and wired networks should be secure and in compliance with Indian Laws and DOT directives. Service Provider should maintain logs of the internet users for prescribed period as per the DOT guidelines.
 - ix. WIPS (Wireless Intrusion Prevention Systems including Server and Sensors) should be implemented to prevent any kind of intrusion/ cyber attacks etc.
 - x. The PVC conduit/ casing/ capping/ all accessories and other required components if any additionally installed including labels, ferrules and any other installed components should be ISI certified.
 - xi. The vendor shall ensure that no damage is caused to the Buildings/ Halls of ITPO, Pragati Maidan and proper repairs and finishing is to be done after installation of the network components, if any. The vendor prior to any civil/ network component (active/ passive) installation work should carry out the site survey and submit a report to ITPO detailing out the network & installation plan and get the same approved from ITPO prior to starting the civil/ installation work. The interested bidders after prior approval from ITPO can also carry out site survey before submitting the bids, for better understanding of the job to be undertaken. The cabling job, if any, should be carried out under the supervision of certified engineers. All the wiring should be fully concealed inside the conduit /casing and no cable (except patch cords) should be visible to the naked eye. The cabling shall be properly labeled and ferruled so as to facilitate easy identification and maintenance. The labeling and ferruling shall be documented. All civil work like cutting, chasing, drilling, etc. shall be finished to ensure smooth leveled surfaces matching the existing aesthetics of the buildings to the best extent possible. All waste material shall be properly disposed off from Pragati Maidan, New Delhi premises in an environment friendly manner and compliant to applicable civil/municipal guidelines.
 - xii. All installed cabling components and the system (Cables, Cable managers, I/Os, Patch Cords, Jack Panels, Access Points etc.) should be (As per applicability):-
 - a. IEEE 802.11 standard compliant.
 - b. Conform to the TIA/ EIA 568-A/B standards.
- 7.3 The Licensee shall be licensed with the said Licensed Premises, equipment, installations, fittings and fixtures on 'as is where is basis' and the Licensee shall not make any additions

or alterations in the Licensed Space, installations including electric installations and wiring without the prior permission of ITPO in writing and when permitted by the ITPO, the said additions and alterations shall be carried out by the Licensee at its own cost and shall not be entitled for any compensation for any additions/alterations in this regard whatsoever. The infrastructure so laid down shall vest in ITPO thereafter. The Licensee shall install their own fixtures and equipment in the said Licensed Premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation, DoT and such other Statutory Authorities at its own cost and expense.

- 7.4 The bidder shall, as regards license fee payable to ITPO, quote all-inclusive price including GST while making financial offer in the bid. However, GST shall be reimbursed as per actuals as per prevailing GST rates. Any new statutory tax, levies imposed on the license agreement after its commencement shall be reimbursed by ITPO.
- 7.5 All statutory taxes, dues, local levies, statutory fee as applicable on the transaction between the licensee and any other parties (except those mentioned above) shall be the responsibility of the licensee for remittance to the concerned authorities.
- 7.6 The Licensee shall indemnify ITPO from any claims that may arise from the statutory authorities in connection with this License.
- 7.7 **Commencement Date:** License Agreement shall commence from date of handing over of the locations.
- 7.8 **Fitment Period:** Licensee shall be provided with 30 days fitment period. Fitment period shall commence from handing over of the space at the concerned locations. The Licensee shall complete its fitment in all respects within the specified fitment period. In case of handing over of any new additional station on same section, fitment period as mutually decided will be provided.
- 7.9 **Commencement of License Fee:** License Fee shall commence immediately after the expiry of fitment period of 30 days of the concerned handed over locations.
- 7.10 Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, DoT etc. at its own cost.
- 7.11 Comply with all statutory requirements in connection with License Agreement.
- 7.12 Ensure regular and timely payments of all amounts due to ITPO and discharge all obligations as per License Agreement.
- 7.13 Payment of all statutory taxes, local levies, statutory dues, as and when due.
- 7.14 GST and surcharge thereon, as applicable from time to time, shall be paid by the Licensee.

- 7.15 Licensee shall also adhere to procedure of ITPO regarding release of electric supply and specification of materials to be used for use of electric supply, Air-conditioning work, Fire Protection System, Fire NOC and Material Specification for renovation/ refurbish of premises.
- 7.16 The property tax/ service charge applicable on the licensed premises, if any, shall be paid by ITPO as per applicable rates of concerned municipal corporations in advance at the start of the financial year applicable/ under consideration. The same shall not be charged/ recovered from the licensee.
- 7.17 **Exclusive Work Rights:** - The service provider will ordinarily be given exclusive rights to provide Wireless Internet (Wi-Fi), Broadband Internet and Internet Leased Line (ILL) services etc. in Pragati Maidan Complex for a period of eight (8) calendar years starting from the date of award of the work. ITPO reserves full rights to terminate the contract at any point of time with a three months notice period. The vendor shall also have the option to exit the contract with a notice of three months. The services must be operational on 24*7 basis during the contract period. Provision for automatic standby arrangements in case of any failure in the link has to be made by the contractor. The users should not face any inconvenience due to switching from one link to another link. ITPO, however reserves the rights to allow any outside service provider for providing the services covered in this contract on any exceptional occasion within the contract duration, at its sole discretion without assigning any reason whatsoever.

8. LICENSE FEE MODEL

- 8.1 The Licensee shall pay to ITPO a fee (hereinafter referred to as "License Fee") for the Licensed Term. The License Fee shall be equivalent to the fee quoted in Financial Bid. In addition, Goods and Services Tax (GST) as fixed by the Govt. from time to time will have to be paid by the Licensee to ITPO. Presently, the rate of GST is 18% and ITPO will also charge GST on the other services provided to the licensee which fall under the purview of GST. In case of any change in GST or any other tax levied by Government, the same shall be followed as per Govt. directions.
- 8.2 The License Fee will be payable annually in advance along with applicable taxes. The license fee is payable within 3 days from the date of award of the work. **No refund of any manner whatsoever, on account of license fee or any other utility charges will however be entertained.**
- 8.3 The service provider will bill & charge the end-customers/users for the services and collect all the payment.
- 8.4 The Service Provider shall maintain such records so as to produce itemized billing information. The billing system of the Service Provider shall be able to generate the billing information, in adequate details. The directions of DOT/ TRAI, from time to time, in this regard shall apply. The revenue statement will be shared with ITPO on monthly basis indicating event-wise revenue.

9. ELECTRICITY CHARGES

Electricity connection & consumption charges, as applicable, shall be borne by the vendor for entire contract duration.

10. MANPOWER SUPPORT

10.1 The service provider shall also provide the following manpower onsite and at the complete disposal and administrative control of ITPO:

Sr. No.	Post	Quantity	Qualification	Work Experience
1.	Team Lead	01	B.Tech/BE in Electrical or Electronics and Telecommunication	5 years experience in survey/ planning/ designing/ installation and maintenance of In-building Solutions for enhancement of mobile coverage.
2.	Technician	03	ITI/Diploma in Electrical or Electronics or Electronics and Telecommunication	4 years experience in survey/installation and maintenance of In-building Solution/Maintenance of Wi-Fi, Broadband, ILL Network etc.

10.2 The cost of the above manpower shall be borne by ITPO and shall be reimbursed to the selected bidder on actual basis. The manpower cost as above shall have no bearing or consideration on selecting the bidder for the project whose sole bid parameter is the license fee proposed to be paid by the bidder to ITPO as per Clause 8 above.

10.3 It is, further, clarified that the bidder shall be solely responsible to execute the project on a turnkey basis as per scope as defined in the preceding paragraphs. He shall be responsible to ensure seamless and uninterrupted operation at all times by deputing adequate and suitable manpower at its own cost without taking into consideration the manpower placed under the administrative control of ITPO above.

10.4 The number of persons deployed by the service provider shall be increased in view of multiple events, volume of work, complexities involved, marquee / VIP events as also to take care of leave, illness, job requirement, support activity, quality, promptness etc.

10.5 Additional manpower, if any required for running the services smoothly need to be deputed

by the vendor at no additional cost to ITPO. The vendor has to ensure without fail that all the necessary compliances related to relevant Labour Laws, EPFO Act, Minimum Wages Act, ESI Act are done by the vendor. Necessary documents on monthly basis including EPF/ ESIC compliance related documents, Wage Registers etc. are to be submitted by the vendor. ITPO reserves the right to invoke termination of the contract with immediate effect in case of non-compliance of the above obligation of the contract by the vendor, if demanded. The working hours may be extended as per requirement during any particular event and engineers may also be required to attend work on Saturdays/ Sundays or any holiday as per requirement during any event.

- 10.6 The service provider shall ensure that all its personnel deputed for required services during the tenure of the contract and any time thereafter maintain the strict confidence of all information relating to the work and shall not, unless so authorized in writing by ITPO, divulge or grant access to any information about the work or its results. The contractor and/or his deputed persons shall not destroy/alter any report, note and technical data relating to the operation/work. The obligation is continuing one and shall survive after the completion/ termination of this agreement. Any violation in this regard may lead to the termination of the contract/legal proceedings as deemed fit by ITPO.

11. WORK AWARD CRITERIA

The bidder offering the highest consolidated license fee (for In-building Solutions and Wi-Fi, Broadband, Internet Leased Line etc.) to ITPO on lump-sum basis will be considered for award of work on H1 basis.

12. PROCESSING FEE/TENDER COST

- 12.1 The processing fee/ tender cost is non-refundable. The EMD is non-interest bearing.
- 12.2 The successful bidders" EMD will be discharged upon expiry of "Offer Validity Period" or upon receiving of Performance Guarantee or adjusted against the Performance Guarantee. EMD of unsuccessful bidders shall be refunded after finalization of tender.
- 12.3 The EMD will be forfeited:
- i. If a bidder withdraws his bid during the period of validity.
 - ii. Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions of the tender.

13. TENDER EVALUATION COMMITTEE

ITPO will constitute the Tender Evaluation Committee. This committee will evaluate the online bid documents submitted by the bidders.

- 13.1 The Tender Evaluation Committee may choose to conduct negotiation or discussion and may ask for written clarification with any or all the bidders. The decision of the Evaluation

Committee in the evaluation of the Technical/Commercial bids shall be final and binding on all the parties.

- 13.2 Any effort by a bidder to influence the Tender Evaluation Committee's processing of bids or award decisions may result in the rejection of the bid (s).

14. UNDERTAKING

An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document will be required, since no deviation will be acceptable to ITPO.

15. BID PRICES

- 15.1 The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.
- 15.2 The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document extra charges if any shall be paid by the bidder only.
- 15.3 All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

16. PERIOD OF VALIDITY OF BID

16.1 Validity Period:

Online Bids shall remain valid for 90 days after the date of bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

16.2 Extension of Period of Validity:

In exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting extension of validity will not be permitted to modify his technical or Item Rate BoQ.

16.3 Amendment of Tender:

At any time prior to the deadline for submission of proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Tender document and it will be notified.

17. MODIFICATIONS/ SUBSTITUTIONS/ WITHDRWAL OF PROPOSALS

- 17.1 The applicant may modify, substitute, or withdraw its proposal after submission prior to proposal due date. No proposal shall be modified, substituted, withdrawn by the applicant after the proposal due date.
- 17.2 Any alteration / modification in the proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by the authority, shall be disregarded.

18. GENERAL TERMS AND CONDITIONS

- 18.1 Tenders not submitted in the format specified as per the Tender document will be summarily rejected. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- 18.2 The Tenders submitted without Tender Fee and EMD in the prescribed format/ instrument will be summarily rejected.
- 18.3 The bidder cannot make any amendment in the Technical Bid /Commercial Bid; neither can he impose any condition. All such bids will be rejected at the discretion of ITPO.
- 18.4 No extra payment shall be made on any account including for visits to office of ITPO, Pragati Maidan, New Delhi. The vendor shall not have any rights to make any claims in this regard.
- 18.5 This invitation for bids, issued by ITPO, is open to all the bidders (Single entity or a consortium thereof) meeting the eligibility criteria stipulated in the Tender document. However, leader of the consortium or the lead bidder shall be solely responsible for execution and completion of the project including all the liabilities arising out of signing the contract agreement with ITPO. The following conditions shall be applicable in case the bidder is a consortium of one or more partners:-
- a) If the Contractor is a consortium of two or more parties, all such parties shall be jointly and individually bound under the contract agreement for the fulfillment of the obligations of the Contract as per provisions of the Contract and shall designate one of such party to act as a leader with authority to bind the Consortium. The composition or the constitution of the consortium, who have become eligible, may be permitted to alter only with the prior consent of the Employer i.e. ITPO, in writing. The consortium leader shall remain responsible not only for its scope of work but also for the scope of work of other consortium members so that Employer gets the facilities completed in all respects.
 - b) In case, the Bidder is a Joint Venture or Consortium of two or more firms, the division of Scope of Facilities shall be given by the Bidder.
 - c) All employees, representatives or Sub-Contractors engaged by the Consortium in

connection with the performance of the Contract shall be under the complete control & supervision of the Lead Contractor and shall not be deemed to be employees of the Lead Contractor, and nothing contained in the Contract or in any Sub-Contract awarded by the Employer shall be construed to create any Contractual relationship between any such employees, representatives or Sub-Contractors and the Employer.

d) In case of Consortium, the notarized Memorandum of Agreement (MOA) between Leader of Consortium and all other Consortium members shall be furnished before signing of the Contract between Employer and all Consortium members.

18.6 ITPO shall have full right for rejecting any or all Tenders without specifying any reason(s) thereof. There shall be no obligation on the part of ITPO to inform the unsuccessful bidders of the outcome of the Tender process and reasons for rejection of Tender.

18.7 The Contractor shall keep India Trade Promotion Organisation (ITPO) indemnified against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by its employees for any loss / damage, payment etc during performance of his duty in ITPO. An undertaking to this effect has to be submitted by the contractor.

18.8 All the information whose access is given to the contractor or its consortium partner shall be the property of ITPO and it should not be utilized for any other purpose without written consent of ITPO.

18.9 Information pertaining to the project obtained by the bidder as a result of participating in this Tender shall be confidential and will not be disclosed without prior written permission from ITPO.

18.10 The tariffs to be charged from the customers, by the appointed vendor, should be reasonable, rationale, and at par with the prevalent industry standards. Non compliance may attract forfeiture of the performance security and termination of the contract as per contract term.

19. ACCEPTANCE & WITHDRAWALS

The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected Bidders. After acceptance of the tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

20. ITPO'S DECISION TO BE FINAL

The final decision would be based on the technical capacity and pricing. The tender shall be submitted neatly and all corrections, over -typing shall be attested with seal and full signature. ITPO reserves the right to not to accept lowest price, to reject any or all the

tenders without assigning any reason. Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.

21. AWARD CRITERIA

21.1 Preliminary Scrutiny: ITPO will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. ITPO may, at its discretion, waive any minor nonconformity or any minor irregularity in an offer. This shall be binding on all Bidders and ITPO reserves the right for such waivers.

21.2 Financial evaluation of the quotes received will be done. Non-responsive/Non-complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

22. PERFORMANCE SECURITY

22.1 Selected Bidder shall pay and submit to ITPO Interest Free Security Deposit / Performance Security equivalent to 12 (twelve) Months License Fee of Licensed Premises. The Interest Free Security Deposit / Performance Security shall be escalated & increased@30% on completion of 4 years of License Period.

22.2 Interest Free Security Deposit/ Performance Security shall be paid in the form of a Irrevocable Bank Guarantee in the prescribed format of ITPO issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to ITPO, from/payable at branches located in Delhi. The Bank Guarantee shall be valid for at least 4 years at a time and shall be renewed & extended on rolling basis for another period of 4years, well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and encashed by ITPO without any prior intimation to the Licensee. For last year of License Period, the Licensee shall submit the Bank Guarantee valid for remaining License Period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by ITPO without prior intimation to the licensee.

23. PAYMENT TERMS & PERIOD OF CONTRACT

23.1 The License Fee shall be payable annually in advance by the licensee along with applicable taxes thereon including Electricity Charges, Air-Conditioning Charges, Maintenance Charges, Electricity Consumption Deposits etc.

23.2 License Fee and other dues shall be payable annually in advance to ITPO. The reconciliation of License Fee and other dues shall be carried out annually. Based on reconciliation, the adjustment of License Fee payable to ITPO shall be carried out along with payment of License Fee. The payment of dues should preferably be made/credited by RTGS/NEFT/ECS mode to ITPO after obtaining prior approval of ITPO and complying

with the laid down procedure. The details for ITPO's account for e-payment shall be provided separately.

23.3 The Air-Conditioning at the Licensed Premises inside the rooms (GSM/CDMA) shall be provided by ITPO on payment of AC Charges.

23.4 The appointed vendor will be required to provide the services in accordance with agreed contract terms and liable to the service degradation credits earned by ITPO as per SLA.

23.5 The License shall be for a period of Eight (8) years, from the date of handing over of locations subsequent to execution of license agreement after issue & payment of LOA. Tenure of the license period of the locations handed over subsequently shall be co-terminus with above period of main license agreement irrespective of date of actual handing over.

24. NOTIFICATION OF AWARD & SIGNING OF CONTRACT

The Bidder whose bid has been accepted shall be notified of the award by ITPO, by registered letter, fax or by official mail. The bidder shall acknowledge in writing, the receipt of the Letter of Intent/ Notification of award of work and shall send his acceptance to enter into the Contract within three (3) days from the receipt of the Letter of Intent/ notification of work award. Bidder shall also enter into the agreement with ITPO on non judicial stamp paper of Rs 100/- within 7 days of acceptance.

25. EXPENSES FOR THE CONTRACT

All incidental expenses of the execution of the contract/ agreement shall be borne solely by the successful bidder and such amount shall not be refunded to the successful bidder by the ITPO.

26. FAILURE TO ABIDE BY THE CONTRACT

The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the contract without prejudice to the rights of ITPO.

27. TERMINATION FOR DEFAULT

The company may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole within notice period of 30 days.

- 1) If the contractor fails to deliver any or all of the goods and perform services within the time period(s) specified in the contract, or any extension thereof granted by the company.
- 2) if the contractor fails to satisfactorily perform any obligation(s) under the contract .

28. GOVERNING LAW

The laws of Republic of India shall govern the Tender Document and the Contract.

29. INDEMNIFICATION

- 29.1 The Bidder/Service Provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.
- 29.2 ITPO will not be responsible for any injury sustained by Bidder/ Service Provider's personnel during the performance of its/their duties and also any damage or compensation due to any dispute between them and it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider and recovered in accordance with law.
- 29.3 In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.
- 29.4 The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the bidder.
- 29.5 The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments due to the Service Provider.
- 29.6 Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

30. RESOLUTION OF DISPUTES

In respect of any dispute or difference, if any, between the parties,

- a) The contractor and the ITPO shall endeavor their best to amicably settle all disputes arising out of or in connection with the terms of license in the following manner: -
 - i) The contractor raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - ii) The matter will be referred for negotiation between Competent Authority of the contractor and ITPO. The matter can be endeavored to be resolved between them and the agreed course of action documented within a further period of 15 days.
- b) In case the dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996/2013 or any statutory modification or re-enactment thereof.
- c) In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996/2013.

The provisions of Arbitration & Conciliation Act, 1996/2013 (as amended from time to time) shall apply to both the parties.

The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.

- d) The contractor shall not be entitled to suspend the Service/s or the completion of the assignment, pending resolution of any dispute between the Parties and shall continue to operate in accordance with the provisions of the Contract Agreement and payments to be made by the contractor as mentioned under the Agreement, notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- e) The contract shall be governed by and interpreted in accordance with Indian law.

31. JURISDICTION

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

32. CONFIDENTIALITY

Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

33. INTELLECTUAL PROPERTY RIGHTS

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/ Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/ Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/ misrepresentation / unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/ misrepresentation/unauthorized use of ITPO's name/ logo/ IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

34. FORCE MAJEURE

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

35. TAXES AND DUTIES

The prices (including all taxes, duties, etc excluding GST) quoted in the bid shall hold good and shall be binding on the bidder, notwithstanding any increase in the prices of materials and labour or in the freights or levy of other charges whatsoever and the bidder shall not be entitled to claim any increase over the rates quoted by him during the period of currency of the contract except taxes and duties as introduced / modified by Govt. from time to time if any within the period from last date of bid submission to the original completion date of the Contract. Reimbursement of any new tax or variation of existing tax, introduced during last date of bid submission to the original completion date of the Contract shall be paid in actual on submission of documentary evidence.

The extended period of Contract for the purpose shall only be considered on merit.

36. SUBMISSION OF BIDS

- Bid should be submitted only through online mode at CPPP website: <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.
- Bidders are advised to follow the instructions provided in the “Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>”.
- The tender shall be submitted online in one part, viz., technical bid/financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- Item Rate BoQ
 - Price bid undertaking
 - Schedule of price bid in the form of BOQ_XXXX .xls
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- Bidder who has downloaded the tender from the ITPO Website and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be

forfeited and bidder is liable to be banned from doing business with ITPO.

Bidders are advised to visit again ITPO website and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter

37. AUTHENTICATION OF BID

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

38. VALIDATION OF INTERLINEATIONS IN BID

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

39. ANNOUNCEMENT OF BIDS

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the time of opening. No bid shall be rejected at bid opening, except for late bids.

40. BIDS NOT CONSIDERED FOR EVALUATION

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

41. OPENING OF TECHNICAL/ITEM RATE BOQ

Technical bid/Item Rate BoQ will be opened and compared at the specified date and time. The name of Bidder, bid prices, total amount of each bid, etc. shall be announced by the ITPO at technical bid /Item Rate BoQ opening.

42. CLARIFICATION OF BIDS

To assist in the evaluation, comparison and an examination of bids, ITPO may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, ITPO reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

43. COMPLETENESS OF BIDS

ITPO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

44. RECTIFICATION OF ERRORS

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

45. REJECTION OF BID

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by ITPO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the bidder.

SERVICE LEVEL AGREEMENT (SLA)

Technical Support

M/s.....will support and monitor its services up to the managed Customer Premise Equipment (CPE), 24 hours per day. The CPE shall consist of the Wi-Fi controller(s) and/or Access Points (APs) and /or any other equipment deployed on-site in ITPO, Pragati Maidan by M/s A Support Ticket will be opened when M/s..... monitors a service degradation issue or ITPO reports network trouble to M/s.....'s Tech Support team via telephone (Ticket Open). End-user client devices (computers, phones, etc) and end-user support are not covered under this SLA.

Standard Managed Wi-Fi Installation / IBS installation

Standard Installation includes wireless APs, controllers, antennas, and other hardware deployed by the service provided on-site in ITPO, Pragati Maidan for providing Wi-Fi, Broadband, ILL and In-building Solutions Equipments plus turn-up, testing, and basic network integration. M/s..... owns all equipment that it supplies to ITPO, except for that equipment which is specifically purchased by ITPO.

Access to Equipment

ITPO agrees to allow personnel of M/s..... reasonable access to ITPO's site i.e. Pragati Maidan, New Delhi for the purpose of installing, repairing, and removing equipment, after written consent from ITPO.

Performance Guarantees

The three guaranteed service performance metrics are:

1. **Availability:** 99.9% or greater network availability, determined on a monthly basis.
2. **Support:** 24x7x365 phone support and 24-hour response email support.
3. **Proactive Notification:** 24x7x365 proactive monitoring and customer notification of significant service-affecting issues.

If the managed Wi-Fi Service/In-building Solution Services does not meet the performance guarantees then India Trade Promotion Organisation (ITPO) will be eligible for a service degradation credit as outlined below.

Credit for Service Degradation

Credit eligibility for service degradation shall be determined wherever possible by

measurements from the Network Monitoring System of the contractor's managed CPE. Customer-provided data does not qualify for credit evaluation. Unless stated otherwise herein, ITPO's exclusive remedy for service degradation is repair of service and credit for the period of degraded service. Credit will be paid for service degradation as listed in the categories below. The sum of all credits in a month shall not exceed 100% of the total monthly billed revenue.

1. **Availability:** Availability credits are for continuous periods of total loss of connectivity for the majority of Wi-Fi users/IBS users, as determined by uptime and bandwidth graphs/logs. Credit will be paid if the elapsed time from Ticket Open to repair of service exceeds the following:
 - a. Exceeding 60 minutes: 5% of monthly-billed site revenue.
 - b. Exceeding 4 hours: 8% of monthly-billed site revenue.
 - c. Exceeding 8 hours: 10% of monthly-billed site revenue.

Note: - Every subsequent 8-hour increment shall provide ITPO an additional 5% credit.

2. **Support:** ITPO is eligible for a support credit if at any time they are experiencing a service-affecting network issue and they call appropriate number of times for phone support, select the NOC/Support option, and are unable to speak to a technician or engineer within 15 minutes. ITPO is also eligible for a credit if they send an email to the registered e-mail ID reporting a service-affecting issue and do not receive a response within 24 hours. The credit will be as follows:
 - a. 1 instance in a month: 5% of monthly-billed site revenue.
 - b. 2 instances in a month: 8% of monthly-billed site revenue.
 - c. 3 or more instances in a month: 10% of monthly-billed site revenue.
3. **Proactive Notification:** ITPO is eligible for a proactive notification credit if any monitored CPE experiences an outage longer than 15 minutes and customer is not notified within 30 minutes:
 - a. 1 instance in a month: 5% of monthly-billed site revenue.
 - b. 2 instances in a month: 8% of monthly-billed site revenue.
 - c. 3 or more instances in a month: 10% of monthly-billed site revenue.

Note: Proactive Notification credit subject to customer providing accurate contact info.

BUM Traffic and DOS Attacks

Service degradation from Broadcast, Unknown-Unicast, and Multicast (BUM) traffic, or from Denial of Service (DoS) Attacks are excluded from this SLA and do not qualify for credits. BUM traffic is typically flooded on network segments and will cause performance impacts if utilized at high bitrates. DOS Attacks are purposeful and significant over-use of network resources and will cause performance impacts. If high-bit rate BUM traffic is required (such as for multicast video), the contractor's support/engineering team must be notified so an appropriate solution can be engineered and provisioned.

Maintenance

The contractor may occasionally need to perform network maintenance or upgrades that affect ITPO's managed Wi-Fi service. This maintenance will either be scheduled maintenance or emergency maintenance:

1. Scheduled maintenance will typically be performed outside of normal business hours; however equipment access, engineering support, and other factors will be considered when scheduling. ITPO will be notified of routine scheduled maintenance windows at least 3 days in advance. Urgent scheduled maintenance windows may require shorter notification periods.
2. Emergency maintenance may be performed at any time if service degradation is imminent or occurring. The contractor will attempt to notify ITPO of emergency maintenance as early as possible before the maintenance takes place, however there may be circumstances where the contractor is unable to notify ITPO prior to performing emergency maintenance.

ITPO is not eligible for credit due to service degradation during scheduled or emergency maintenance.

Limitations

The contractor will incur no liability and issue no credits due to any causes beyond its reasonable control, including, but not limited to: RF interference, failure, lack of access to its equipment at ITPO's site, network/cyber attacks, extended power outages, acts of God, state of emergency, natural disasters, and non-compliance with the contractor's Acceptable Use Policy. Total revenue owed by contractor and not in dispute, after deduction of ten percent revenue share of ITPO and service degradation credits will be paid to the contractor quarterly by ITPO.

ANNEXURE I: COMPANY DETAILS

Tender Ref.No. 1-ITPO(4)/IECC/2023

Date: _____

The General Manager (Works)
India Trade Promotion Organisation
Pragati Maidan
New Delhi-110001

Sub: (i) Licensing of space for In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) and (ii) Selection of Service Provider for installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO.

Sr. No.	Description	Particulars (To be filled by the bidders)
1.	Name of the Company	
2.	Official Address	
3.	Registered Phone No. & Fax	
4.	Website Address	
5.	Details of Company's registration	
6.	GST Registration No.	
7.	PAN No.	
8.	TAN No.	
9.	Company's Annual Turnover details for applicable last 3 financial years	
10.	Company's Net worth for last 3 financial years	
11.	Contact Person Details (Name, Designation, Phone, Mobile, Fax, Email, Communication Address)	
12.	Tender Processing Fee Submission Details (Transaction No., Date, Time, Bank Details etc.)	
13.	Earnest Money Deposit (EMD) submission details	

(.....)

Name of Authorized Signatory:

Designation:

**ANNEXURE II: FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING
ACCEPTANCE OF TERMS & CONDITIONS**

Tender Ref. No. 1-ITPO(4)/IECC/2023

Date: _____

The General Manager (Works)
India Trade Promotion Organisation
Pragati Maidan
New Delhi-110001

Sub: (i) Licensing of space for In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) and (ii) Selection of Service Provider for installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO.

Dear Sir,

With reference to **Tender Ref. No. 1-ITPO(4)/IECC/2023** dated **15th March, 2023**, we hereby submit our bid in the prescribed format as desired by ITPO. We hereby also accept the terms & conditions prescribed in the bid document.

Thanking You.

Yours faithfully,

(.....)

Name of Authorized Signatory:

Designation:

**ANNEXURE III: FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING –
AUTHORISED SIGNATORY**

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife of and presently residing at.....who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Signatory or Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Invitation of online bids **(i) Licensing of space for In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) and (ii) Selection of Service Provider for installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO**, including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to ITPO, representing us in all matters before ITPO, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with ITPO in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2023

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

ANNEXURE IV: FORMAT FOR AUTHORIZATION OF THE AUTHORISED SIGNATORY FOR THE BID PROCESS

Tender Ref. No. 1-ITPO(4)/IECC/2023

Date: _____

The General Manager (Works)
India Trade Promotion Organisation
Pragati Maidan
New Delhi-110001

Sub: Invitation of online bids for (i) Licensing of space for In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) and (ii) Selection of Service Provider for installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO.

Dear Sir,

With reference to Tender no. **1-ITPO(4)/IECC/2023 dated 15th March, 2023**, we hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

Name of Person _____ Designation _____ Contact No. (Mobile) _____.

Thanking you,

Yours faithfully,

(.....)
Name of Authorized Signatory:
Designation:

ANNEXURE V: UNDERTAKING APROPOS INDEMINFYING ITPO

Tender Ref. No. 1-ITPO(4)/IECC/2023

Date: _____

The General Manager (Works)
India Trade Promotion Organisation
Pragati Maidan
New Delhi-110001

Sub: Invitation of online bids for (i) Licensing of space for In-building Solutions (IBS) for providing shared Mobile (Cellular) Coverage (2G/3G/4G/5G) and (ii) Selection of Service Provider for installation, operating, maintaining and managing On-Demand Internet Services in Wireless and Wireline modes viz. Wi-Fi, Broadband Internet Services and Internet Leased Line (ILL) Services etc. in new Exhibition Halls, old Exhibition Halls, Convention Center, F&B Food Courts, Basement Parkings, New Admin. Building, nearby adjoining areas and any other area at Pragati Maidan, New Delhi as suggested by ITPO.

Dear Sir,

We hereby indemnify ITPO against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by our employees for any loss / damage, payment etc. during performance of his duty in ITPO.

Yours faithfully,

(.....)

Name of Authorized Signatory:

Designation:

ANNEXURE VI: PRICE BID UNDERTAKING

Tender Ref. No. 1-ITPO(4)/IECC/2023

Date: _____

From: (Full name and address of the bidder)

To,

Dear Sir/Madam,

1. I submit the Price Bid for _____ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.

Yours Faithfully,

(.....)

Name of Authorized Signatory:

Designation:

ANNEXURE VII: PROFORMA OF AGREEMENT

This Agreement (which shall include its subsequent Amendment (s), if any), entered on DD/MM/YYYY into by and between M/s ITPO, a Government of India Company registered under the Companies Act, 1956 having its registered office at Pragati Bhawan, Pragati Maidan, New Delhi-110 001 (hereinafter shall be referred to as “the Company”, which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as ONE PART

AND,

M/s. ___ a firm having its office at (hereinafter shall be referred to as “the Contractor/successful bidder”, which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as OTHER PART. This shall be effective from the DD/MM/YYYY for eight (8) years i.e. upto DD/MM/YYYY (Bidding Document; **Tender Ref. No. 1-ITPO(4)/IECC/2023** and extended contract period, if any, as per work order issued by the company. The Contractor, under this Agreement, shall execute the subject job / provide service(s) in a professional manner as per the detailed scope of work as defined in the bidding document and the Company will pay the Successful bidder for execution of the subject job / service(s) provided as per the agreed payment terms and conditions of the bidding/contract document. The Successful bidder shall also be liable for the Defect Liability Period / Warranty Period, if specifically mentioned in the bidding document, for the job executed/ service provided by him/them. All the terms and conditions of the Detailed Letter of Acceptance and its enclosures including bidding document and if Addendum(s) shall be applicable and binding for this Agreement. In witness whereof the parties have executed this Agreement on DD/MM/YYYY. Signed and Delivered Signed and Delivered

For and on behalf of

India Trade Promotion Organisation

Name:

Designation:

Date:

Place:

For and on behalf of

Other part _____

Name:

Designation:

Date:

Place:

ANNEXURE VIII: BANK DETAILS FOR EMD AND TENDER FEE SUBMISSION

Name of the Beneficiary	:	INDIA TRADE PROMOTION ORGANISATION
Name of the Bank	:	CENTRAL BANK OF INDIA
Branch Address	:	PRAGATI MAIDAN, NEW DELHI-110001
Account No.	:	1167404133
Type of Account	:	SAVINGS
IFSC Code	:	CBIN 0284078

ANNEXURE IX: BILL OF MATERIALS (BOM)

(Separately Attached)